505282791 01/17/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5329565

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
NIMBUS DISCOVERY, INC.	04/05/2017

RECEIVING PARTY DATA

Name:	NIMBUS LAKSHMI, INC.	
Street Address:	130 PROSPECT STREET, SUITE 301	
City:	CAMBRIDGE	
State/Country:	MASSACHUSETTS	
Postal Code:	02139	

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	15914074	

CORRESPONDENCE DATA

Fax Number: (617)426-6567

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 617-728-7100

Email: BOSPatents@dechert.com

Correspondent Name: DECHERT LLP

Address Line 1: ONE INTERNATIONAL PLACE, 40TH FLOOR

Address Line 2: 100 OLIVER STREET

Address Line 4: BOSTON, MASSACHUSETTS 02110-2605

ATTORNEY DOCKET NUMBER:	394482-34TYUS (159543)
NAME OF SUBMITTER:	ANDREA L.C. REID
SIGNATURE:	/Andrea L.C. Reid/
DATE SIGNED:	01/17/2019

Total Attachments: 7

source=Nimbus_159543_NDI_Lakshmi_Assignment#page1.tif source=Nimbus_159543_NDI_Lakshmi_Assignment#page2.tif source=Nimbus_159543_NDI_Lakshmi_Assignment#page3.tif source=Nimbus_159543_NDI_Lakshmi_Assignment#page4.tif source=Nimbus_159543_NDI_Lakshmi_Assignment#page5.tif

source=Nimbus_159543_NDI_Lakshmi_Assignment#page6.tif source=Nimbus_159543_NDI_Lakshmi_Assignment#page7.tif

CONFIRMATORY PATENT ASSIGNMENT BY NIMBUS DISCOVERY, INC.

This CONFIRMATORY PATENT ASSIGNMENT ("Confirmatory Patent Assignment"), is made by and between Nimbus Discovery, Inc. ("Assignor") and Nimbus Lakshmi, Inc. ("Assignee"), a Delaware corporation.

WHEREAS, Assignor is the assignee and owner of all right, title and interest in the inventions described and claimed in the patents and applications listed on <u>Annex A</u> hereto (collectively, the "<u>Assigned Patent Applications</u>");

WHEREAS, Assignor executed a Services Agreement with Nimbus Lakshmi, Inc., effective July 13, 2010, an Amendment No. 1 to Services Agreement with Nimbus Lakshmi, Inc., effective July 31, 2012 and an Amendment No. 2 to Services Agreement with Nimbus Lakshmi, Inc., effective July 13, 2010 (collectively, the "Collaboration Agreement"), whereby Assignor fully assigned all of its right, title and interest in the Assigned Patents to Assignee; and

WHEREAS, the undersigned parties desire to confirm and restate the assignments to give effect to the intentions of the Assignor and Assignee.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

- 1. Assignor does hereby sell, assign, transfer and convey unto said Assignee, and/or confirm prior assignment, transfer, or conveyance unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by said Assignee.

23287337.1.BUSINESS -1-

- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon us, our respective heirs, legal representatives and assigns.
- 4. Assignor hereby warrants and represents that Assignor have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

23287337.1.BUSINESS -2-

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument to said Assignee.

NIMBUS DISCOVERY, INC. ("Assignor")

Name: / Jeb Keiper

Chief Financial Officer

2017-04-05

WITNESSES

Be Ton McLean

Brake Radetia

23287337.1.BUSINESS

-3-

ANNEX A

THE ASSIGNED PATENT APPLICATIONS

Dechert Reference	Nimbus Reference	Country	Application Number	Title
394482- 15TYUS (142749)	15-TY-US1	United States	14/634,041	TYK2 INHIBITORS AND USES THEREOF
394482- 15TYUSC1 (146556)	15-TY-US1.C1	United States	15/097,402	TYK2 INHIBITORS AND USES THEREOF
394482- 15TYUSP1 (142694)	15-TY-P1	United States	61/946,358	TYK2 INHIBITORS AND USES THEREOF
394482- 15TYUSP2 (142696)	15-TY-P2	United States	61/971,376	TYK2 INHIBITORS AND USES THEREOF
394482- 15TYUSP3 (142737)	15-TY-P3	United States	62/096,231	TYK2 INHIBITORS AND USES THEREOF
394482- 15TYWO (142750)	15TY-WO1	PCT	PCT/US2015/018071	TYK2 INHIBITORS AND USES THEREOF
394482- 15TYAU (148219)	15-TY-AU1	Australia	2015222865	TYK2 INHIBITORS AND USES THEREOF
394482- 15TYBR (148218)	15-TY-BR1	Brazil	BR112016019881-6	TYK2 INHIBITORS AND USES THEREOF
394482- 15TYCA (148217)	15-TY-CA1	Canada	2,940,666	TYK2 INHIBITORS AND USES THEREOF
394482- 15TYCN (148216)	15-TY-CN1	China	201580021113.2	TYK2 INHIBITORS AND USES THEREOF
394482- 15TYEP (148215)	15-TY-EP1	Europe	15755242.3	TYK2 INHIBITORS AND USES THEREOF

23287337.1.BUSINESS -4-

Dechert Reference	Nimbus Reference	Country	Application Number	Title
394482- 15TYIN (148214)	15-TY-IN1	India	201617029238	TYK2 INHIBITORS AND USES THEREOF
394482- 15TYJP (148213)	15-ТҮ-ЈР1	Japan	2016-572363	TYK2 INHIBITORS AND USES THEREOF
394482- 15TYTW (142751)	15-TY-TW1	Taiwan	104106745	TYK2 INHIBITORS AND USES THEREOF
394482- 17TYUS (145730)	17-TY-US1	United States	15/054,594	TYK2 INHIBITORS AND USES THEREOF
394482- 17TYUSP1 (142752)	17-TY-P1	United States	62/126,125	TYK2 INHIBITORS AND USES THEREOF
394482- 17TYWO (145729)	17-TY-WO1	PCT	PCT/US2016/019724	TYK2 INHIBITORS AND USES THEREOF
394482- 17TYTW (145728)	17-TY-TW1	Taiwan	105105991	TYK2 INHIBITORS AND USES THEREOF
394482- 24TYUSP1 (143007)	24-TY-P1	United States	62/213,475	TYK2 INHIBITORS AND USES THEREOF
394482- 24TYUSP2 (143041)	24-TY-P2	United States	62/214,018	TYK2 INHIBITORS AND USES THEREOF
394482- 24TYUS (148211)	24-TY-US1	United States	15/254,071	TYK2 INHIBITORS AND USES THEREOF
394482- 24TYWO (148212)	24-TY-W01	PCT	PCT/US2016/049852	TYK2 INHIBITORS AND USES THEREOF
394482- 24TYTW (148210)	24-TY-TW1	Taiwan	105128290	TYK2 INHIBITORS AND USES THEREOF

-5-

23287337.1.BUSINESS

Dechert Reference	Nimbus Reference	Country	Application Number	Title
394482-	34-TY-P1	United States	62/468,688	TYK2 INHIBITORS AND
34TYUSP1 (151352)				USES THEREOF

23287337.1.BUSINESS -6-



23287337.1.8USINESS -7-

RECORDED: 01/17/2019